



# CONSTITUTION

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THE NEW ZEALAND CLAY TARGET ASSOCIATION INCORPORATED

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**DATE****10<sup>th</sup> March****2026****1. Name**

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**1.1** The name of the organisation shall be:**The New Zealand Clay Target Association Incorporated**(the **Association**).**2. Definitions, References & Interpretation**

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**2.1 Use of Capital Letters:**

Defined words and expressions are indicated in this Constitution by capital letters for convenience only. The absence of initial capital letters shall not imply that the word or expression is used with a different meaning from that given by its definition.

**2.2 Defined Terms:**

In this Constitution, unless the context otherwise requires, any references to:

**Acceptance** means acceptance of a prospective member's application to join the Association by the Council on such terms and into such membership class as the Council shall in its discretion decide;

**Act** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it;

**agreement** means any instrument, contract, deed, licence, franchise, or any legally enforceable arrangement, undertaking or understanding, (in each case whether or not in writing and whether express or implied);

**Appointed Officer** means any Officer who is not elected but who holds an office which is filled at the direction of the Council and who is charged with responsibility to the Council to manage or conduct part of the affairs of the Association. The title and role of any Appointed Officer shall be defined in the Constitution;

**ballot** means unless otherwise provided in this Constitution or any Regulation the voting of all members at a general meeting whether in person or by delivery of a ballot paper by in person or by post to the Secretary for the Secretary to put before the meeting for counting;

**costs** includes all legal, valuation, inspection and other costs, charges, disbursements, expenses, outgoings, fees, losses, liabilities and other similar amounts (including all legal fees on a solicitor to client basis) and any duties, GST, or similar tax payable on such costs;

Such costs may also arise by being incurred in, or of and incidental to, the negotiation, preparation, execution, delivery, completion, registration, administration, performance and enforcement of an agreement and all other ancillary agreements and documents and any variation, modification or amendment of it and the exercise or enforcement of rights under an agreement or document between the Association and its members or other parties;

**the Council** means the council of the Association as described in clause 5.2;

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**days** in respect of the service of notices means the whole number of days from the sending of the notice and shall include all days of the week and statutory holidays;

**Dispute** has the meaning described in section 38 of the Incorporated Societies Act 2022;

**document** includes any agreement in writing and any deed, certificate, notice, instrument or document of any kind;

**dollars** or **\$** or sums of money are (except as expressly provided) references to sums of money denominated in the lawful currency of New Zealand;

**Elected Officers** means any Officer who is elected to office, or who holds an office which is filled at the direction of the Council pending the next Annual General Meeting of members. The title and role of any Elected Officer shall be defined in the Constitution;

**fees** has the same meaning as subscriptions;

**guarantee** includes any guarantee, indemnity, performance bond, letter of credit or other assurance and any other like obligation of any person to pay, purchase or provide funds (called 'the method of payment') on behalf of others (called 'the principals'). The term 'the method of payment' includes the advance of money, the purchase or subscription of shares or other securities, the purchase of assets or services, or otherwise for payment of the obligation or to indemnify against the consequences of default of the principals. The term 'the principals' includes the guarantor as a joint tenant, shareholder or holder of a like interest as a principal or having an interest in the principal. The terms **guarantor** and **guaranteed** shall be construed accordingly;

**Honorary Officer** means any Officer who is not elected but who holds an office which is filled at the direction of the Council and who is charged with responsibility to the Council to provide professional advice or services. The Honorary Officer shall not be obliged to accept responsibility for the affairs of the Association beyond those imposed in the discharge of that Honorary Officer's professional duty. The title and role of any Honorary Officer shall be defined in the Constitution;

**Member, Member Club and Affiliated Club** all mean a club involved in the sport of clay target shooting duly affiliated by membership to the Association.

Note: Throughout this constitution, references to 'member' means either a Member Club/Affiliated Club and/or Registered Member, as is appropriate;

**Office holding** means the right of Registered Members to stand for election or accept being co-opted on to the Council;

**Officer** means a person having a defined role pursuant to this Constitution as a member of the Council or having a defined administrative or advisory role with the Association and shall include Appointed, Elected, and Honorary Officers;

**Ordinary Resolution** means a resolution of members passed by a simple majority of members attending or voting by proxy at a meeting of members;

**Participation** means in the context of member rights the right of a member to participate in the activities and proceedings of the Association, or serve as a member of any Sub-Committee;

**person** includes any natural person, company, corporation, firm, partnership, joint venture, society, club, organisation or other group or association of persons (whether incorporated or not), trust, state or agency of state, statutory or regulatory body, local authority, government or governmental or semi-governmental body or agency (in each case whether or not having separate legal personality);

**Registered Member** means an individual whom -

- (a) is a member of an Affiliated Club; and
- (b) has had their application to register with the Association under any Association class of individual registration set out in clauses 4.5.1(b) - 4.5.1(f) accepted; and
- (c) has paid the Association the annual registration fee.

(Note: A "Registered Member" is not a member of the Association, but is registered with the Association);

**Regulation** shall mean, unless the context otherwise clearly requires a different meaning, any written direction of the Council regulating its relationship with members or the relationship between members, standards of conduct of members or written direction governing the sport of clay target shooting in New Zealand the subject of which are within the powers of the Council contained in this Constitution and NZCTA Rule Book (for the purposes of this definition a reference to a member shall mean both an Affiliated Club and a Registered Member);

**rights** means in the context of members a members defined rights as set out in the Constitution and otherwise at law;

**Speaking** means with respect to the rights of members the right to speak at meetings of members within standing orders as set out in Regulations;

**Special Resolution** means a resolution of members passed by 75% of members attending or voting by proxy at a meeting of members;

**subscriptions** means membership fees payable in such amounts and on such terms as shall be from time to time determined by the Council;

**Sub-Committee** means a sub-committee as described in clause 5.7;

**Voting** means with respect to the rights of members the right of members to vote at any meeting of members for candidates for the Council by ballot, proxies or vote in person;

**Working Day** means any day of the week other than:

- (d) Saturday or Sunday;
- (e) A public holiday; or
- (f) Any day in the period commencing with 23 December in any year and ending with 6 January in the following year.

A Working Day shall be deemed to commence at 9.00am and to terminate at 5.00pm.

## 2.3 Accounting Terms:

Unless otherwise expressly defined in the Constitution, expressions or descriptions used in the Constitution concerning accounting or reporting functions shall, where not prescribed by law, bear the meanings ascribed to those expressions according to the Financial Reporting Standards and otherwise in accordance with the generally accepted accounting principles as applied in New Zealand and where applicable as defined in Statements of Standard Accounting Practice issued by Chartered Accountants Australia and New Zealand (CAANZ) and in force at the date of the Constitution or brought into force thereafter.

## 2.4 General interpretation:

2.4.1 In the Constitution unless the context otherwise requires:

- (a) Words (including words defined in the Constitution) denoting the singular number only shall include the plural and vice versa;
- (b) Words denoting any gender shall include all other genders;
- (c) Any period shall (unless the contrary is expressly stated) include the whole of the day on which the period commences and the whole of the day on which it expires. Any times or dates are references to times and dates in New Zealand;
- (d) Any reference to legislation, statute, regulation, ruling, code, rules or ordinance includes reference to any modification, substitute for, consolidation or re-enactment of it and any regulation, order in committee or other instrument from time to time made or issued there under;
- (e) A document or agreement between the Association and any other party includes such document or agreement as modified, varied, supplemented, novated, replaced or substituted from time to time; and
- (f) References to recitals, clauses, subclauses, schedules or annexures in the Constitution are references to the recitals, clauses, subclauses, schedules and annexures of the Constitution.

## 2.5 Headings etc.:

Headings, marginal notes and the table of contents are included for convenience only and shall not affect the interpretation of the Constitution.

## 3. Objects

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### 3.1 Main Object:

The main object of the Association is to affiliate clubs involved in clay target shooting throughout New Zealand and promote and further the sport of clay target shooting in New Zealand (the **Main Object**).

### 3.2 Other Objects:

3.2.1 In addition to the Main Object, the Association also has the following Objects (to the extent that such Objects are incidental or conducive (directly or indirectly) to the attainment of the Main Object):

- (a) To organise, regulate and control Association, inter-club and inter-provincial clay target shooting competitions, events and programs;
- (b) To support, protect, represent and promote the interests of members in clay target shooting activities;
- (c) To establish and regulate codes of behaviour applicable to members and Association visitors, including making, altering, rescinding and enforcing rules of clay target shooting;
- (d) To acquire, construct, maintain, develop and provide premises and facilities, including club rooms, equipment and other conveniences, for the use of the Association, its members and visitors;

- (e) To rent out (or otherwise make available) the Association's premises, grounds and carparks to members and non-members for events;
- (f) To organise paid group shooting events for non-members, including enabling use of the Association's premises, grounds and facilities for these events;
- (g) To purchase, take upon lease, hire or otherwise acquire real and personal property, rights and privileges which the Association may think advantageous to support the activities of the Association, and to sell, manage, maintain, insure, convey, transfer, assign, grant easements, mortgage, given in exchange, lease, let hire or otherwise dispose of the same;
- (h) To purchase or otherwise acquire all or any part of the property, assets and liabilities of any one of more companies, institutions, incorporated societies or organisations whose activities or objects are similar to those of the Association or with which the Association is authorised to amalgamate or generally for any purpose designed to assist the Association in achieving its objects;
- (i) To raise and receive money by subscriptions, sponsorships, donations, fees, levies, entry or usage charges, government funding, loans, community funding or otherwise, to grant rights and privileges to subscribers, sponsors and promoters, and to use all such monies for purposes which the Council consider to be advantageous to the Association, subject to this Constitution;
- (j) To hire, employ and dismiss employees and to pay to them or other persons in return for services rendered to the Association, salaries, wages, honoraria, fees or other remuneration;
- (k) To enter into, manage and terminate contracts or other arrangements with employees, sponsors, members and other persons and organisations;
- (l) To invest the funds of the Association upon such securities and in such manner as is authorised by the Constitution;
- (m) To provide guarantees or other securities for any operation of any activity that is carried out by any third party to fulfil the objects of the Association;
- (n) To enter into business either on its own account or in partnership to provide any of the Association's services to the public;
- (o) To establish, maintain, sponsor, assist and/or have an interest in corporate or other entities to carry on and conduct all or any part of the Association's affairs and to utilise, manage, maintain and/or own any of the assets of or held on behalf of the Association;
- (p) To subscribe to or affiliate with other international bodies of such clay target shooting disciplines with similar objects as the Association deems necessary from time to time;
- (q) To publish newsletters, magazines, journals and general communicative material;
- (r) To establish a body of literature, data and other resources including publishing the same whether electronically or otherwise in relation to the Association and the sport of clay target shooting;
- (s) To put on social and informative events for members and the public to assist in fulfilling the objects of the Association;

- (t) To represent the interests of members and the sport of clay target shooting in any planning, application, proceeding or other process or exercise of right under the Resource Management Act 1991 or other legislation, or any parliamentary, legislative, legal or planning process that might affect the Association and its activities;
- (u) To arrange insurance cover, including by way of public liability and indemnity insurance, for all risks associated with the Association's operation;
- (v) To maintain a secretariat if required to assist in the management of the Association;
- (w) To make, alter, rescind and enforce Regulations to advance the attainment of any of the above objects; and
- (x) Do any act or thing incidental or conducive to the attainment of any of the above objects.

## **4. Membership**

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### **4.1 Members**

- 4.1.1 The members of the Association shall be Affiliated Clubs as shall from time to time be admitted to membership in accordance with clause 4.6.
- 4.1.2 Each Affiliated Club shall insert a provision in its Constitution providing that:
  - (a) A committee of the Affiliated Club is the agent of every member of the Affiliated Club to do all things on behalf of the Affiliated Club and its members.
  - (b) Any act of a majority of those present at a properly constituted committee meeting, where a quorum is present, shall be deemed to be an act of the whole committee.
  - (c) The committee may, for the purpose of such agency, delegate all or any of its powers to any person or persons provided that such delegation is authorised by the constitution of the Affiliated Club.
  - (d) If the Affiliated Club is a member of this Association, each member of the Affiliated Club will abide by the Constitution and Regulations of the Association and by any decisions of the Council of the Association (or any other person acting on behalf of the Association).
- 4.1.3 If an Affiliated Club expels or suspends any of its members, then it must notify the Council of the Association of the suspension or expulsion.
- 4.1.4 Each Affiliated Club shall keep official score records showing the details of the results of every competitor and those records shall at all times be available for examination by the Council. The records must be kept for a minimum of two years.

### **4.2 Register of Members:**

- 4.2.1 All Affiliated Clubs shall be on the register of members of the Association.
- 4.2.2 The Secretary, or such other Officer as the Council may direct, shall keep
  - (a) an up-to-date register of all members of the Association as Affiliated Clubs listing their names, addresses, dates of admission and any other information required by this Constitution or prescribed by the Act; and

- (b) an up-to-date register of all individual Registered Members of the Association, listing their names, addresses, classes of individual members, dates of admission and any other information required by this Constitution or prescribed by the Act; and

#### **4.3 Access to register:**

Membership of the Association as recorded in the register shall be available to all members for review by application to the Secretary, subject to the provisions of the Privacy Act 2020 and as Regulations may prescribe.

#### **4.4 Classes of membership:**

4.4.1 There shall be two classes of membership:

##### **(a) Affiliated Clubs**

- (i) Clay target clubs that were members of the Association as at the date of registration of this constitution; and
- (ii) Other Affiliated Clubs admitted to membership in accordance with clause 4.6.

Rights: Speaking, Participation and Voting

Subscription: Pay fees

##### **(b) Life Member:**

- (i) Life membership may be granted in recognition and appreciation of outstanding service by a person for the benefit of the Association. Any person may be nominated for life membership of the Association, and such nomination must be made by the Council.
- (ii) Life membership shall be granted to such nominees approved by an ordinary resolution passed at the Annual General Meeting.
- (iii) A life member shall be entitled to attend at all general meetings of the Association, and shall have such privileges as may be decided upon from time to time by the Council.
- (iv) The present life members of the Association shall continue to hold life membership.

Rights: Life membership shall be an honorary title and shall not confer, of itself, a right upon the life member of voting as an individual.

Subscription: No fees payable

#### **4.5 Classes of individual registration:**

4.5.1 There shall be six classes of individual registration (Note: The following persons are not members of the Association, but are registered with the Association):

##### **(a) Full Member:**

A person who is a member of an Affiliated Club and participates in clay target shooting and is able to shoot at any Affiliated Club event.

Rights: Speaking, Participation, Office holding

Subscription: Pay fees

(b) **Social Member:**

A person who is a member of an Affiliated Club and may only compete in competitions at their local Affiliated Club.

Rights: Speaking, Participation, Office Holding

Subscription: Pay fees

(c) **Family Member:**

A person who is a member of an Affiliated Club and lives at the same address as a Full Member.

Rights: Speaking, Participation, Office Holding

Subscription: Pay fees

(d) **Junior Member:**

A Full Member or Social Member of the Association who is under 18 years of age on 1 January of the year of registration.

Rights: Speaking, Participation, Office Holding

Subscription: Pay fees

(e) **Gunshot Only Member:**

Rights:

Subscription: Pay fees

(f) **Overseas Gunshot Member:**

Rights:

Subscription: Pay fees

#### 4.6 Application for Membership:

4.6.1 Any Affiliated Club desiring to become a member of the Association shall apply in the following manner:

- (a) By written application submitted to the Secretary or on the Association's website. The form of the application shall be as approved by the Council from time to time.

- (b) The Council shall consider valid applications and may grant or decline the application in its absolute discretion.

#### **4.7 Rights of members:**

4.7.1 The rights and privileges of each member shall be personal and shall not be transferable to others and shall only be exercisable after payment of all fees that are due by that member.

4.7.2 Membership does not confer on any member any right, title, or interest (legal or equitable) in the property of the Association.

#### **4.8 Privileges:**

To the extent that such matters are not set out in the Constitution, the members' privileges, advantages, obligations, qualifications, methods and terms of election, admission, resignation, suspension, expulsion, and disqualification, shall be decided by the Council and may be prescribed in Regulations.

#### **4.9 Council the final arbiter:**

The Council shall have an unfettered discretion whether to accept or refuse an application for membership. While the Council may delegate its power to accept membership applications, in doing so the Council shall not be determined to have abrogated its right to decide conclusively whether a candidate shall or shall not be admitted to membership or the class of membership to be offered.

#### **4.10 Membership Subscriptions:**

4.10.1 The Council shall determine:

- (a) The fees for annual membership subscription payable by Affiliated Clubs and Registered Members;
- (b) The Association's joining fee for new Affiliated Clubs and Registered Members;
- (c) Any fees or other levies payable by Affiliated Clubs, Registered Members at competitions, events and activities held by or under the auspices of the Association;
- (d) The due date for such fees; and
- (e) The manner of payment for such fees.

4.10.2 The fees for membership subscriptions shall apply from the date of acceptance by the Council of the member's application for membership, up to the end of the Association's financial year.

4.10.3 Membership renewal is, unless otherwise provided for by the Council, for a full year.

4.10.4 Subscriptions shall not vary between members within a class of membership.

#### **4.11 Cessation of membership:**

4.11.1 **Resignation:**

- (a) A member may resign from the Association by three months' notice in writing to the Secretary.

- (b) A resignation is effective from the date of the next Council meeting after notice is given to the Secretary.
- (c) The member shall remain liable for all affiliation, registration and other fees whatsoever due and owing up to the date of receipt of such notice by the Secretary of the Association.

#### 4.11.2 **Striking Off – Non-payment of Fees:**

- (a) Any member:
  - (i) Whose membership subscription is in arrears for a period of four months; or
  - (ii) Who is indebted to the Association for any sum from the previous financial year,

at 28 February may have their membership struck off by resolution of the Council (and shall have no voting rights at the Annual General Meeting or any Special General Meeting) unless the Council grants dispensation, which may be granted at the Council's sole discretion.
- (b) Any member struck-off the register of members (for any reason) shall be liable to pay:
  - (i) All subscriptions, fees, levies or other sums that shall have fallen due prior to being struck off; and
  - (ii) The Association's joining fee for new members, if the member wishes to resume Association membership (provided however that if a member is struck off under this rule but rejoins as a member and pays all sums due under (i) no later than 30 April in the same year, the joining fee for new members shall be waived).

#### 4.11.3 **Suspension and Expulsion of Affiliate Clubs:**

If the Council considers that any Affiliate Club has:

- (a) prejudiced the achievement of the objects of the Association;
- (b) breached the Constitution, Regulations or any policy of the Association;
- (c) engaged in any conduct injurious to the Association or its interests;
- (d) behaved in an unsportsmanlike manner or unethical conduct;
- (e) a reckless disregard for basic clay target safety rules; or
- (f) gained entry to the Association by misrepresentation or false statements,

the Council shall have power, after due enquiry, to suspend or expel such Affiliated Club (for such period as it thinks fit) by resolution approved by two-thirds of the Council members present and eligible to vote at the next Council Meeting, provided however that if the alleged ground(s) for suspension or expulsion constitutes a Dispute, then the Council shall ensure that the Dispute is investigated and determined in accordance with clause 12 of this Constitution. Any suspension or expulsion shall be communicated to the Affiliated Club in question in writing, and notified to all Affiliated Clubs.

#### 4.11.4 Consequences of suspension or expulsion of Affiliated Club:

Any Affiliated Club that has their membership suspended or has been expelled from the Association shall not be entitled to participate in any Association competition, meeting or event.

#### 4.12 Suspension or withdrawal of individual registration:

If the Council considers that any Registered Member has:

- (a) breached the Constitution, Regulations or any policy of the Association;
- (b) prejudiced the achievement of the objects of the Association;
- (c) engaged in any conduct injurious to the Association or its interests;
- (d) failed to pay the subscriptions due to their Affiliated Club for four months;
- (e) behaved in an unsportsmanlike manner or unethical conduct, or conduct which brings the sport of clay target shooting into disrepute (including but not limited to falsifying scores or grading, cheating or verbal written or physical abuse of any shooter, scorer, referee, shoot official or Association employee);
- (f) a reckless disregard for basic clay target safety rules;
- (g) been convicted of criminal offences involving firearms, physical violence or abuse;
- (h) gained individual registration with the Association by misrepresentation or false statements; or
- (i) has been suspended or expelled from an Affiliated Club,

the Council shall have power, after due enquiry, to suspend or withdraw such individual registration with the Association by resolution approved by two-thirds of the Council members present and eligible to vote at the next Council Meeting, provided however that if the alleged ground(s) for suspension or withdrawal constitutes a Dispute, then the Council shall ensure that the Dispute is investigated and determined in accordance with clause 12 of this Constitution. Any suspension or withdrawal shall be communicated to the individual in question in writing, and notified to all Affiliated Clubs.

#### 4.13 Consequences of suspension or withdrawal of individual registration:

Any Registered Member that has their registration suspended or withdrawn shall:

- (a) not be entitled to enter any Association competition, meeting or event and may be prohibited from entry upon the grounds of any Affiliated Club or the Association (at the sole discretion of the Association); and
- (b) not be counted when considering the number of votes each Affiliated Club has under clause 5.4.3(c).

#### 4.14 Reinstatement:

Any member that has resigned, been struck off or been expelled may reapply for membership through the normal process. However, if a former member's membership was terminated pursuant to clause 4.11.3, the applicant may be re-admitted only by a resolution approved by two-thirds of the Council members.

A Registered Member who has their individual registration withdrawn may reapply for registration through the normal process. However, if a former Registered Member's registration was withdrawn pursuant to clause 4.12, the applicant may be re-registered only by resolution approved by two-third of the Council members.

## **5. Structure and Government**

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### **5.1 Structure:**

5.1.1 There shall be:

- (a) The Council of the Association;
- (b) A Patron;
- (c) A Secretary; and
- (d) A Treasurer.

5.1.2 There may be:

- (a) Sub-Committees;
- (b) An Honorary Solicitor;
- (c) An Honorary Auditor; and/or
- (d) A Secretariat.

5.1.3 The Association shall be divided into two areas comprising:

- (a) Affiliated Clubs situated in the North Island of New Zealand; and
- (b) Affiliated Clubs situated in the South Island of New Zealand and including the Chatham Islands and Stewart Island.

The Affiliated Clubs in the North Island and South Island shall be divided into provincial districts as more specifically named and described from time to time in the Regulations.

Four Registered Members from Affiliated Clubs in each Island shall be elected to the Council. At the first Council meeting following the election of the Council members, the Council shall elect one Vice President from each Island from the elected Council members.

### **5.2 The Council:**

5.2.1 The Association shall be governed by a Council, membership of which shall consist of up to 10 individuals and will include;

- (a) The President;
- (b) The Immediate Past President (for a year following their term of office);
- (c) Up to 8 elected Council members (two of which shall be nominated by the Council to be Vice Presidents); and
- (d) Up to 2 persons appointed from time to time by the Council as Independent Council members.

### 5.2.2 Powers and Authority:

The Council shall be responsible for directing the affairs of the Association and shall (in furtherance of the Objects) have various powers and authorities including, but not limited to, the following:

- (a) To decide in what form and manner monies are to be brought into the Association including, in the Council's discretion, through:
  - (i) levying any charges or fees on members, to be raised by subscriptions;
  - (ii) enrolment and competition fees, provided that such fees shall only differ as between classes of membership;
  - (iii) accepting capital advances from members such as loans, debentures or donations;
  - (iv) accepting donations, sponsorship or loans from third parties;
  - (v) renting, leasing or hiring any real or personal property of the Association;
  - (vi) sales of goods and services including lectures, seminars, conferences and similar activities; and/or
  - (vii) any other activity by which the objects of the Association are furthered.
- (b) To control, invest and dispose of the Association's monies in whatever manner the Council may decide, including the power to:
  - (i) borrow and/or raise money on the Association's behalf in a manner that ensures the Association has monies to conduct the necessary business and activities of the Association, subject to limitations imposed by statute or by this Constitution;
  - (ii) secure repayment of monies by the issue of debentures, by mortgages or by charges upon the whole or part of property or assets of the Association, and to purchase, redeem or pay off such securities;
  - (iii) invest surplus monies;
  - (iv) make disbursements from any property or fund of the Association, if in the opinion of the Council, it will further the objects of the Association;
  - (v) pay the current salaries, wages, honorariums, and other disbursements of the Association;
  - (vi) pay instalments of purchase money, rent or hire charges, or maintenance costs on any real and personal property of the Association;
  - (vii) effect and pay for insurance to cover all risks associated with the Association's operation, including (to the extent permitted by the Act) insurance cover for Council members;
  - (viii) allocate and pay monies to operate the Secretariat; and/or

- (ix) pay any legal, auditing and other professional fees and costs incurred by the Association.
- (c) To acquire any real or personal property in whatever manner the Council may determine, including to:
  - (i) purchase, lease, exchange or hire such property (or any corresponding rights and privileges in connection with such property), and manage or develop the same;
  - (ii) construct, alter, improve or demolish the Association's buildings and/or premises, provided a clear right to do so exists; and/or
  - (iii) purchase any goods, chattels or equipment needed to further the objects of the Association.
- (d) To dispose of the Association's property in such manner that ensures it best satisfies the objects of the Association, including:
  - (i) trading, exchanging or otherwise using the property in barter;
  - (ii) abandoning property where such property constitutes a burden; and/or
  - (iii) selling by private tender or auction, with or without reserve.
- (e) To enter into agreement with any member, provided that any transactions between the Association and its members shall be chargeable at arms-length market rates.
- (f) It shall consider the constitution of any Affiliated Club and may require the Affiliated Club to make amendments or alterations to that constitution as it considers necessary to protect the Association, provided that the members of the Affiliated Club approve the required change.
- (g) To appoint such a number of referees as shall in the opinion of the Council be needed to administer the sport of clay target shooting in New Zealand in accordance with the Regulations, subject to the overriding jurisdiction of the Council in all matters pertaining to the sport of clay target shooting.
- (h) To deal with and regulate (through Regulations) any matter not provided for in this Constitution.

The Council has the ability to delegate any of its powers as it thinks fit.

### **5.3 Nominations for Council:**

- 5.3.1 Only Affiliated Clubs may nominate candidates for the Council, and only persons who are Registered Members at the end of the Association's prior financial year may be nominated as candidates for the Council. Nominations shall be in accordance with the procedures set out in this Constitution or in Regulations.
- 5.3.2 All nominations for the Council must be notified to the Secretary in writing no less than 7 weeks before the Annual General Meeting.
- 5.3.3 When a Registered Member is nominated to become an Officer of the Association they must give written consent to become an Elected Officer and certify in writing that they have not been disqualified from holding office as an Officer of the Association under the Act. Written consent and certification documents shall be retained in the Association's records.

- 5.3.4 In the event that insufficient nominations are received, the Council may co-opt additional Registered Members onto the Council, provided that the co-opted Registered Members must satisfy the requirements of this clause 5.3 and the number of Council members does not exceed the number of individuals specified in clause 5.2.1.

#### **5.4 Election Rules and Subordinate Regulations:**

- 5.4.1 The election of the Council shall be carried out in accordance with this Constitution and in subordinate Regulations that the Council may choose to adopt to better implement the spirit and intent of this Constitution.

- 5.4.2 If there is no Council then the members shall meet in a general meeting and receive a report from the Secretary as to the membership and hold elections.

##### **5.4.3 Election of Elected Officers:**

- (a) The President and Elected Officers (as required to fill vacancies) shall be elected by postal vote prior to the Annual General Meeting.
- (b) Each Affiliated Club shall be entitled to vote on the election of the President. The Affiliated Clubs of the North Island shall only be entitled to vote for Council members who reside in the area defined in clause 5.1.3(a) and the Affiliated Clubs of the South Island shall only be entitled to vote for Council members who reside in the area defined in clause 5.1.3(b).
- (c) Each Affiliated Club shall have one vote for each Registered Member as at the preceding 31 December.
- (d) Each Affiliated Club shall cast its vote by complete the voting form and selecting the persons it would like to elect as President and Elected Officers of the Association. The Affiliated Club shall post its voting papers to the Secretary (or other person as the Council decides) not less than 2 weeks prior to the Annual General Meeting.
- (e) Should any office become vacant in between Annual General Meetings, the Council shall appoint the unsuccessful candidate recording the highest number of postal votes for that office prior to the previous Annual General Meeting. If that candidate is no longer willing to take such office, the Council may (without obligation) appoint a person to fill the vacancy until the following Annual General Meeting.

##### **5.4.4 Removal of Elected Officers:**

- (a) Voting members may at any Special General meeting of the Association, by ordinary resolution, remove any one or more of the Elected Officers.
- (b) Any resolution that proposes removal of specific Elected Officers shall name those Elected Officers proposed to be removed in the proposed resolution.
- (c) Notice of any motion to remove any Elected Officer shall be an item of business on the notice of meeting and may not be raised under general business.
- (d) In the event that all of the Elected Officers are removed the voting members at the Special General meeting shall, as its next order of business, conduct elections for the positions of Elected Officers.

#### **5.5 Patron:**

5.5.1 The Patron of the Association shall be appointed from time to time by the Council, shall hold office for a period of three years, and shall be eligible for reappointment.

5.5.2 The Patron need not be a member of the Association.

## **5.6 Appointed Advisors:**

5.6.1 The Council may appoint advisors to look after such matters as admissions, public relations, education and other programmes.

5.6.2 Advisors have no authority to decide policy. Their role is to develop policy, make recommendations to the Council, and to implement policy of, and undertake projects for, the Council.

## **5.7 Sub-Committees:**

5.7.1 The Council may appoint Sub-Committees to deal with specific projects such as a particular activity (e.g. Association hosting a specific event), a publication, or participation in proceedings under the Resource Management Act and the like.

5.7.2 Any Registered Member with participation rights is eligible for appointment to a Sub-Committee.

5.7.3 The authority of Sub-Committees shall be limited to terms of reference specified by the Council.

5.7.4 Sub-Committees shall act in accordance with the Constitution.

5.7.5 Sub-Committee members shall not have the power to co-opt further members.

5.7.6 The President shall ex officio be a member of all Sub-Committees.

## **5.8 Secretariat:**

The Council may establish and maintain a Secretariat to carry out the operational functions of the Association and manage its compliance legal and administrative affairs in accordance with the directions of the Council.

## **6. Officers and Staff**

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### **6.1 General:**

The control and conduct of the Association's formal, obligatory, and day-to-day business shall be assigned to the Elected and Appointed Officers as set down below and in the Constitution and Regulations.

### **6.2 Elected Officers:**

The Elected Officers of the Association shall be the Council as defined in clauses 5.2.1(a) - 5.2.1(d).

All Council members, excluding the President and two Vice Presidents, shall serve a term of two years. All retiring elected members of the Council shall be eligible for re-election in any year.

#### **6.2.1 President:**

The President shall serve a one-year term.

The President shall chair meetings of the Council and shall represent the Association in public affairs. The President may delegate the role of chair for any meetings of the Council.

If prior to any Annual General Meeting the office of President becomes permanently vacant, then the Council shall within 30 days elect a temporary President from the two Vice Presidents, and they shall hold office until the next Annual General Meeting. If the Council is unable to elect a President from the two Vice Presidents, then the Council shall elect a President from the remaining Council members, and they shall hold office until the next Annual General Meeting.

#### **6.2.2 Vice Presidents:**

The Vice Presidents shall serve a one-year term after election from within the new Council post Annual General Meeting.

One of the Vice Presidents shall deputise for the President in the event the President's absence from any meeting of the Council or on any temporary incapacity of the President.

If both Vice Presidents wish to deputise for the President in the event the President's absence from any meeting of the Council or on any temporary incapacity, then a vote of the Council shall decide which Vice President shall deputise for the President.

If there is no Vice President available at the time of a vacancy in the office of President, for whatever reason, then the first order of business at the next Council Meeting shall be the election of a President and two Vice Presidents.

### **6.3 Appointed Officers:**

The Council may appoint a Secretary and/or a Treasurer who shall be among the Appointed Officers of the Association. As appointees of the Council, a Secretary or a Treasurer may only be removed by the Council. The Secretary and/or Treasurer may be elected members of the Council.

These Officers shall attend the Council meetings. The Secretary shall be responsible for any Secretariat that is established by the Association and shall be the person responsible for employment relations under the Employment Relations Act.

The Council may approve a stipend to be paid to the Secretary and Treasurer (if one is appointed) for his/her services.

The Secretary and the Treasurer may be the same person.

#### **6.3.1 Secretary – Duties and Responsibilities:**

- (a) The Secretary may be a member of an Affiliated Club.
- (b) The Secretary's responsibility shall be to create and maintain accurate records of the Association's membership, policies and proceedings.
- (c) If there is no Secretary, the Council shall be vested with the powers of the Secretary. If there is no Council, the most recent former President of the Association, being willing to act, shall be deemed to be the Secretary.

#### **6.3.2 Treasurer – Duties and Responsibilities:**

- (a) The Treasurer is not required to be a member of an Affiliated Club and may be on the staff of the Secretariat.

- (b) The Treasurer's responsibility (if one is appointed) shall be the accurate recording and management of the Association's financial affairs, which includes (without limitation):
  - (i) The preparation of the financial report for Council meetings;
  - (ii) The preparation of budgets and updates;
  - (iii) The payment of creditors;
  - (iv) Ensuring the completion of year-end financial accounts and statutory reporting, including maintaining records of all income and expenditure and any other financial transactions necessary to enable to preparation of the balance sheet and statement of income and expenditure for the Association, to be submitted to the Annual General Meeting;
  - (v) Keeping track of the authorities for any Officer to act as a signatory on any financial instrument of the Association, including any bank authority;
  - (vi) Maintaining necessary statutory records relating to the financial transactions of the Association for such period as may be required by law; and
  - (vii) Ensuring the proper preparation and filing of financial documents and returns required to comply with financial reporting and regulatory compliance (including wage and salary returns, GST, ACC, and reporting requirements for Incorporated Societies).
- (c) If there is no Treasurer, the Council shall be vested with the powers of the Treasurer. If there is no Council, the most recent former President of the Association, being willing to act, shall be deemed to be the Treasurer.

### 6.3.3 Officer grounds for removal:

- (a) A person ceases to be an Officer of the Association if the person:
  - (i) Resigns in writing;
  - (ii) Is removed from office in accordance with clause 5.4.4;
  - (iii) Becomes disqualified from being an Officer under the Act; or
  - (iv) Dies.

## 6.4 Honorary Officers:

### 6.4.1 Honorary Officers of the Association shall be:

#### (a) Honorary Solicitor:

The Council may appoint an Honorary Solicitor to advise on legal matters, and can approve a stipend to be paid to the Honorary Solicitor for his/her services.

#### (b) Honorary Auditor:

The Council may appoint an Honorary Auditor to audit the Association's annual accounts, and can approve a stipend to be paid to the Honorary Auditor for his/her services.

## **6.5 Contracts with Officers:**

Provided it is in the category of permitted interests in accordance with section 24 of the Incorporated Societies Act 2022, no Officer or member of the Council shall be disqualified from office by contracting with the Association, provided that any interests are declared prior to contracting and payment for services are on arms-length terms.

## **7. Officer Duties**

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### **7.1 Duties owed to the Association:**

Officers' duties are owed to the Association rather than to the members.

### **7.2 Duty to Act in Good Faith and in Best Interests:**

An Officer when exercising powers or performing duties, must act in good faith and in what the Officer believes to be the best interests of the Association.

### **7.3 Powers to be Exercised for Proper Purpose:**

An Officer must exercise a power for a proper purpose.

### **7.4 Officers to Comply with Act and Constitution:**

An Officer must not act, or agree to the Association acting, in a manner that contravenes the Act, or this Constitution.

### **7.5 Officer's Duty of Care:**

7.5.1 An Officer when exercising powers or performing duties as an Officer, must exercise the care, diligence, and skill that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:

- (a) The nature of the Association;
- (b) The nature of the decision; and
- (c) The position of the Officer and the responsibilities undertaken by them.

### **7.6 Duty Relating to Activities that Create a Substantial Risk of Loss to Creditors:**

An Officer must not cause or allow or agree to the activities of the Association being carried on in a manner likely to create a substantial risk of serious loss to the Association's creditors.

### **7.7 Duty in Relation to Obligations:**

An Officer must not agree to the Association incurring an obligation unless the Officer believes at that time on reasonable grounds that the Association will be able to perform the obligation when it is required to do so.

### **7.8 Use of Information and Advice:**

7.8.1 An Officer of the Association, when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information

prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) An employee of the Association whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) A professional advisor or expert in relation to matters which the Officer believes on reasonable grounds to be within the person's professional or expert competence; and
- (c) Any other Officer or Sub-Committee of Officers upon which the Officer did not serve in relation to matters within the Officer's or Sub-Committee's designated authority.

## **8. Meetings**

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### **8.1 Council Meetings - Conduct, Quorum and Records:**

- 8.1.1 Council meetings are to be held from time to time as business demands, normally once every month. At least 21 days' notice shall be given for any Council meeting, unless all Council members agree to a reduced notice period.
- 8.1.2 The President, or in the absence of the President, either of the Vice Presidents or two Council members (each from a different Island) may call an emergency Council meeting without providing 21 days' notice. Only business for which the Council meeting was called may be discussed at the meeting.
- 8.1.3 At Council meetings, five (5) Council members shall form a quorum.
- 8.1.4 If any member of the Council is absent from three (3) consecutive Council meetings without leave from the Council, their seat may be declared vacant by the Council.
- 8.1.5 Any Council member ceasing to be a member of the Association shall immediately relinquish their position on the Council.
- 8.1.6 Meetings may be held in person, by telephone or audio conference, by video conference, or by a combination of these methods.
- 8.1.7 The Council may act by resolution approved by more than half of the Council members, through a written ballot conducted by email or mail.
- 8.1.8 Other than as prescribed by any applicable laws, by this Constitution or by Regulations, the Council shall regulate its own procedures as it thinks fit.

### **8.2 Procedure for Giving Notice of AGMs & SGMs:**

- 8.2.1 Notices for general meeting shall be given by the Secretary on instruction from the Council.
- 8.2.2 Not less than 6 weeks prior to the general meeting, the Secretary shall give a Notice of Meeting of a general meeting, stating (at the minimum):
  - (a) The date, time and place for the meeting;
  - (b) The proposed motion or remits;
  - (c) If elections are to be held for any position of Elected Officer, a list of nominations for the Council;

- (d) Voting papers for elections to be voted on by post;;
- (e) The closing deadline for receipt of such forms;
- (f) The report and audited financial statements of the Association for the preceding year (ending on 30 September); and
- (g) A schedule identifying the number of Affiliated Clubs registered with the Association at the end of the preceding year (ending on 30 September) and the number of votes each Affiliated Club is entitled to at the general meeting.

8.2.3 The Secretary shall publish the notice on the Association's website and shall send notice by email to the recipient's last known email address as recorded in the register of members or as given by the member to the Secretary to be recorded in the register of members.

8.2.4 No notice is required to be given to members of Affiliate Clubs by individual notice.

### **8.3 Annual General Meeting:**

The Association shall hold an Annual General Meeting (AGM) open to all members at the approximate time of the New Zealand Standard Championships provided that it is held within six months following the end of the Association's financial year and no later than 15 months after the previous AGM.

#### **8.3.1 Business of the AGM:**

- (a) The business of every AGM shall be:
  - (i) Considering reports from the President;
  - (ii) Receiving the financial statements;
  - (iii) Receiving the Honorary Auditor's report (if available);
  - (iv) Considering Notices of Motion and general business; and
  - (v) Electing Officers of the Association.
- (b) No motion to alter the Main Object of the Association, or to suspend or discontinue the Association's activities (or a substantial part of them, including a material alteration to the Association's operating hours), or to wind up or dissolve the Association, shall be considered at an AGM unless the motion was included in the Notice of Meeting sent in advance of the AGM.

#### **8.3.2 Preliminary Notice of AGM:**

- (a) A preliminary notice of the proposed date and place of the AGM shall be given by the Secretary seeking Notices of Motion from members and nominations for Elected Officers at least 10 weeks before any AGM.
- (b) All Notices of Motion from members must be provided to the Secretary not less than 7 weeks prior to the AGM.
- (c) The Council shall consider all remits and nominations and settle on the proper form and content of the Notice of Meeting and then incorporate its determinations in the Notice of Meeting to be given in accordance with clause 8.2.

#### **8.4 Special General Meetings:**

A special general meeting (SGM), open to all members, may be called by the Council at any time, or shall be convened by the Secretary upon receipt of a requisition signed by not less than 5 Affiliated Clubs setting out the objects of such a meeting.

##### **8.4.1 Business of SGM:**

The business of an SGM shall be confined to the purposes stated in the notice of such a meeting. No general business can be conducted at an SGM.

##### **8.4.2 Requisition of SGM:**

- (a) The SGM shall be called by the Council within 50 days of receiving a requisition, or at any time if called by the Council.
- (b) Not less than 21 days prior to the date of the SGM the Secretary shall give a Notice of Special General Meeting in the form prescribed in clause 8.2.
- (c) Special General Meetings may be held by ballot voting form in which case the Notice shall specify that the voting is to be by ballot voting form and that a quorum is not required.
- (d) Any resolution proposed at a SGM held by ballot voting form shall be passed by receipt of votes of members in favour of 50% of the members eligible to vote if it is an ordinary resolution and 75% of members eligible to vote if it is a Special Resolution.

#### **8.5 General Meetings - Conduct, Quorum and Records:**

- 8.5.1 Meetings shall be conducted according to usual practice of meetings or if standing orders have been promulgated by the Council in Regulations, then in accordance with those Regulations.
- 8.5.2 Each Affiliated Club entitled to vote at a General Meeting shall be entitled to have one delegate for every 20 (or part 20) Registered Members of the Affiliated Club, present at the General Meeting. Each delegate must represent one Affiliated Club only. The Affiliated Clubs must notify the Secretary in writing of its delegates attending the General Meeting.
- 8.5.3 The quorum for General Meetings shall be no less than 21 Affiliated Clubs.
- 8.5.4 Where there is no Secretary and no Council to appoint a Secretary, meetings may be convened by the requisitioner of the meeting.
- 8.5.5 Minutes are the duty of the Secretary, and record keeping requirements (if any) shall be as specified in the Regulations.

#### **8.6 Resolution in lieu of meeting:**

- 8.6.1 A resolution in writing signed by not less than 75% of the members who would be entitled to vote on that resolution at a general meeting is as valid as if it had been passed at a general meeting of those members.
- 8.6.2 A member may give their approval by:
  - (a) Signing the resolutions; or
  - (b) Giving their approval to resolution by email.

- 8.6.3 A resolution in writing in lieu of a meeting may consist of several documents (including letters, emails or other written means of communication) in similar form each approved by or on behalf of 1 or more of the members entitled to vote.

## 9. Monies and Finances

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### 9.1 Financial year:

The financial year of the Association shall be from the first day of October to the last day of September in the subsequent calendar year unless otherwise resolved by the Council.

### 9.2 Monies as Association property:

- 9.2.1 All monies, being property of the Association, shall be lodged to the credit of the Association or its duly convened Sub-Committee at a Council approved bank.
- 9.2.2 Donated monies or monies provided pursuant to an agreement to sponsor or otherwise accepted by the Association on trust or to be invested at the direction of the donor or pursuant to any Deed or Agreement for such special purposes shall be dealt with by the Association in accordance with the terms and obligations imposed on the Association on acceptance of the monies.

### 9.3 Inspection of books:

Any member of the Association may inspect the books and accounts of the Association at the office of the Association at any reasonable time on making application to and receiving approval (which shall not be unreasonably withheld) from the Secretary or Treasurer.

### 9.4 Pecuniary gain:

- 9.4.1 The Association does not have the purpose of making a profit for members and prohibits distribution of property in any form to Affiliated Clubs or Registered Members.
- 9.4.2 No member of the Association shall derive any pecuniary gain from the monies or the financial dealings of the Association, or from transactions involving the real or personal property of the Association, except as provided for in Section 24 of the Incorporated Societies Act 2022 and its amendments. Any such payments or transactions permitted by section 24 of the Act must be reasonable and relative to that which would be paid in an arms-length transaction (being open market value).

## 10. Property

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### 10.1 Records:

The Association shall keep appropriate records of its property, including the acquisition and disposal of such property, and such records shall be open for inspection by members unless the Council with due and adequate reason determines that such inspection shall not be permitted.

### 10.2 No rights to members:

No member shall have any personal right or privilege to any of the Association's property of any nature except under terms determined by the Council.

## 11. Self-Interested Transactions

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### 11.1 Interests Register:

- 11.1.1 An Officer, after becoming aware of the fact that they are interested in a transaction or proposed transaction with the Association, must disclose the details and nature of the interest to the Council and an interests register must be kept.
- 11.1.2 An Officer of the Association may inspect the interests register at any reasonable time.
- 11.1.3 If the Association becomes aware of an Officer's interest in a transaction that has already completed, which was not disclosed or entered on the interests register, the Association must notify the members as soon as becoming aware of the failure.
- 11.1.4 A transaction entered into by the Association in which an Officer of the Association is interested may be avoided by the Association at any time before the expiration of three months after the transaction is notified to the members, provided however that the Association cannot avoid the transaction if the Association receives fair value under it.

## **11.2 Consequences of being interested:**

- 11.2.1 An Officer of the Association who is interested in a transaction entered into, or to be entered into, by the Association:
- (a) Must not vote or take part in any decision of the Council related to the matter (unless all uninterested Elected Officers consent to the interested Officers participation);
  - (b) Must not sign any document in relation to the matter (unless all uninterested Elected Officers consent to the interested Officers participation);
  - (c) May take part in the discussion of the matter and be present during the decision on the matter (unless the Council decides otherwise); and
  - (d) May be counted for the purposes of determining whether there is a quorum at any meeting where the transaction is considered.
- 11.2.2 If 50% or more of Elected Officers are prevented from voting due to being interested in a transaction, then a Special General Meeting must be called to determine the matter.

## **12. Dispute Resolution**

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### **12.1 Raising a Dispute:**

- 12.1.1 A member or an Officer of the Association may make a complaint by giving the Council notice in writing that:
- (a) States that the member or Officer is raising a Dispute for resolution in accordance with the dispute resolution procedure set out in the Constitution; and
  - (b) Sets out the allegation to which the Dispute relates and (if applicable) to whom the allegation is against, which must contain sufficient details to inform the Association of all material information relating to the Dispute, and (if applicable) to enable the person to whom the Dispute relates to prepare a response.
- 12.1.2 The Association may make a complaint involving an allegation against a member or an Officer by giving to the member or Officer a notice in writing that:
- (a) States that the Association is raising a Dispute for resolution in accordance with the dispute resolution procedure set out in the Constitution; and

- (b) Sets out the allegation to which the Dispute relates, which must contain sufficient details to fairly advise the allegation and enable the member or Officer to prepare a response.

## **12.2 Right to be Heard:**

12.2.1 A member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.

12.2.2 If the Association makes a complaint, the Association will have the right to be heard before the complaint is resolved or any outcome is determined, and one or more Officers may exercise that right on behalf of the Association.

12.2.3 If a member, an Officer or the Association makes a complaint, they must be given:

- (a) An oral hearing if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing;
- (b) Reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- (c) The right to have their written statement or submissions (if any) considered by the decision-maker.

12.2.4 If a complaint is made against a member, an Officer or the Association, they will have the right to be heard before a complaint is resolved or any outcome is determined (one or more Officers may exercise the right on behalf of the Association).

12.2.5 If a member, an Officer or the Association is involved in a complaint alleging that they have:

- (a) Engaged in misconduct;
- (b) Breached, or is likely to breach, a duty under this Constitution, the Regulations or the Act; or
- (c) Damaged the rights or interests of a member or the rights or interests of members generally;

then they must be given:

- (i) Sufficient details and time to enable them to prepare a response to the complaint;
- (ii) An oral hearing if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing;
- (iii) Reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- (iv) The right to have their written statement or submissions (if any) considered by the decision-maker.

12.2.6 When investigating and determining any Dispute, the decision-maker shall have sole discretion to decide whether an oral hearing is required. If the decision-maker decides an oral hearing is required, the decision-maker has sole discretion to determine whether to hold that meeting in person, or by use of audio or audio-visual methods, or a combination of these methods.

### 12.3 Investigating a Dispute:

12.3.1 The Association must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with clause 12.1, ensure that the Dispute is investigated and determined.

12.3.2 The Association may refer a complaint to:

- (a) A Sub-Committee or an external person to investigate and report to the Council; or
- (b) A Sub-Committee, arbitral tribunal, or external person to investigate and make a decision.

12.3.3 The decision-maker may investigate and determine a Dispute by:

- (a) Holding an oral hearing;
- (b) Holding meetings with the complainant and respondent (and support persons); or
- (c) Requesting written submissions from the complainant and the respondent.

12.3.4 The decision-maker must have regard to the complainant and respondent's right to be heard as set out in clause 12.2.

12.3.5 The decision-maker may decide not to proceed further with a complaint if:

- (a) The complaint is trivial;
- (b) The complaint does not appear to disclose or involve any allegation of the following kind:
  - (i) That a member or an Officer has engaged in material misconduct;
  - (ii) That a member, Officer, or the Association has materially breached, or is likely to breach, a duty of this Constitution, the Regulations or the Act;
  - (iii) That a member's rights or interests or members' rights or interest generally have been materially damaged;
- (c) The complaint appears to be without foundation or there is no apparent evidence to support it;
- (d) The person who makes the complaint has an insignificant interest in the matter;
- (e) The conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under this Constitution; or
- (f) There has been an undue delay in making the complaint.

12.3.6 A member may not make a decision on, or participate as a decision-maker for a Dispute, if two or more Elected Officers, or two or more members of a Sub-Committee dealing with a Dispute, consider that there are reasonable grounds to believe that the person may not approach the complaint impartially, or without a predetermined view.

### 12.4 Resolving Disputes:

12.4.1 The decision-maker may:

- (a) Decide not to proceed further with a complaint;
- (b) Reprimand, suspend or expel the member or Officer; or
- (c) Make any decision which the decision-maker thinks appropriate in order to resolve the Dispute.

12.4.2 The decision made shall be made at the sole discretion of the decision maker, and shall be final. The decision may be published in the Association's newsletter or other publication.

## **13. Access to Information**

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### **13.1 Request for Information:**

13.1.1 A member may at any time make a written request to the Association for information held by the Association.

13.1.2 The request must specify the information sought in sufficient detail to enable the information to be identified.

13.1.3 The Association must, within a reasonable time after receiving a request:

- (a) Provide the information;
- (b) Agree to provide the information within a specified period;
- (c) Agree to provide the information within a specified period if the member pays a reasonable charge to the Association (which must be specified and explained) to meet the cost of providing the information; or
- (d) Refuse to provide the information, specifying the reasons for the refusal.

13.1.4 If the Association requires the member to pay a charge for the information, the member may withdraw the request, and must be treated as having done so unless, within 10 Working Days after receiving notification of the charge, the member informs the Association:

- (a) That the member will pay the charge; or
- (b) That the member considers the charge to be unreasonable.

13.1.5 Nothing in this Rule limits Information Privacy Principle 6 of the Privacy Act 2020.

### **13.2 Refusing a Request:**

13.2.1 Without limiting the reasons for which the Association may refuse to provide the information, the Association may refuse to provide the information if:

- (a) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons;
- (b) The disclosure of the information would, or would be likely to, prejudice the commercial position of the Association or any of its members;

- (c) The disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the Association;
- (d) Withholding the information is necessary to maintain legal professional privilege;
- (e) The disclosure of the information would, or would be likely to, breach an enactment;
- (f) The burden to the Association in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information; or
- (g) The request for the information is frivolous or vexatious.

## **14. Miscellaneous**

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### **14.1 Constitution & Regulations:**

- 14.1.1 Every member shall, on request to the Secretary, be provided by the Secretary with a copy of the Constitution of the Association and any Regulations in force at the time of request. That copy may be provided in electronic form.
- 14.1.2 Provision of the Constitution and Regulations of the Association shall be deemed to have been made by posting the relevant documents for free, public and non-restricted download from a website.

### **14.2 Alteration or rescission of the Constitution:**

- 14.2.1 The Council or any member may, by notice of special resolution provided to the Secretary, require the Secretary to:
  - (a) place a resolution proposing the alteration of, amendment to, or rescission of the Constitution on the agenda of business for the next AGM (if notice of the next AGM is not yet given to members); or
  - (b) place the proposed resolution on the agenda of business for the next SGM (if notice of the next AGM is already given to members, and if an SGM for the purpose of considering the notice is validly called).
- 14.2.2 The notice of special resolution may be accompanied by explanatory notes describing the objective(s) and intention of the special resolution, provided that the explanatory notes shall not exceed 500 words.
  - (a) The Secretary, on receiving a valid notice of special resolution, shall refer the special resolution to the Honorary Solicitor who shall, without delay, provide an opinion to the President on whether or not the subject matter of the proposed resolution can be lawfully passed by the general meeting.
  - (b) The Honorary Solicitor may propose amendments or alternative wordings to give effect to the broad intentions as expressed in the notice and explanatory notes. That report shall be given in a Notice of Meeting to members prior to the general meeting.
  - (c) A notice of motion proposing alteration of, amendment to, or rescission of the Constitution and Regulations, either in whole or in part, may only be considered at a general meeting, if:

- (i) the motion clearly identifies each alteration of, or amendment to, or rescission of each provision of Constitution proposed to be changed;
- (ii) There are no changes to the Constitution's pecuniary gain clause (9.4) or the winding up clause (14.9), and no other changes are proposed which would allow personal pecuniary profits to be given to any members. The provisions and effect of this clause 14.2.2 (c) (ii) shall not be removed from this Constitution and shall be included and implied into any replacement Constitution; and
- (iii) the Honorary Solicitor has provided an opinion to the President on the proposed change(s).

14.2.3 A special resolution altering, amending or rescinding the Constitution, either in whole or in part, shall only come into effect if:

- (a) it is adopted by Special Resolution at a general meeting; and
- (b) after being filed by the Secretary with the Registrar of Incorporated Societies, is then accepted by the Registrar of Incorporated Societies as being properly registerable at law. Any Special Resolution not accepted for registration shall be deemed to have been unlawfully approved and shall be null and void.

### **14.3 Minor or technical amendments of the Constitution:**

14.3.1 The Association may amend the Constitution if the amendment has no more than a minor effect, corrects errors or makes similar technical alterations.

14.3.2 The Council must ensure that written notice of the minor or technical amendment to the Constitution is sent to every member Club of the Association, which includes:

- (a) The text of the amendments; and
- (b) Member's rights to object to the amendment.

14.3.3 If no objection by a member Club is received by the Council or Secretary within 20 Working Days after the notice was sent, the Association may make the amendment.

14.3.4 However, if an objection is received from a member Club, the Association may not make the amendment.

### **14.4 Alteration or rescission of Regulations:**

14.4.1 The Council may adopt, alter or rescind any Regulation at any meeting of the Full Council, provided that such change is necessary to better carry out its duties pursuant to this Constitution, to better conduct the affairs of the Association, or to better manage the activities of members in accordance with the objects.

14.4.2 Any member may, by notice of ordinary resolution to the Secretary before notice of the next general meeting is given to members, require the Secretary to place on the agenda of business for such next general meeting a notice of motion proposing alteration of, amendment to, or rescission of any Regulation and such notice of motion shall be put to the next general meeting of members.

### **14.5 Common seal:**

14.5.1 The common seal of the Association shall be under the control of the Association's Secretary and shall not be affixed to any document except by order of the Council and in the presence of two members of the Council.

**14.6 Registered office:**

14.6.1 The registered office of the Association shall be at the place determined by the Council and registered with the Registrar of Incorporated Societies.

**14.7 Serving of notices:**

14.7.1 Any notice required to be given by this Constitution shall (unless otherwise set out in this Constitution) be in writing and given by either:

- (a) delivery to the person required to receive it;
- (b) posted, in the case of notices by members to the Association or the Officers, to the registered office of the Association. Delivery shall be deemed to have occurred after 4 Working Days have elapsed from the date of posting;
- (c) posted, in the case of notices to members to the member's last address as recorded in the register of members or as given by the member to the Secretary to be recorded in the register of members. Delivery shall be deemed to have occurred after 4 Working Days have elapsed from the date of posting; or
- (d) by email to the recipient's last known email address as recorded in the register of members or as given by the member to the Secretary to be recorded in the register of members. Delivery shall be deemed to have occurred on sending provided that no non-delivery notice is subsequently received.

14.7.2 Accidental omission to give notice of any meeting, or the non-receipt of such notice shall not invalidate the proceedings at any meeting.

**14.8 Contracts by the Association:**

14.8.1 Any contracts entered into by the Association that bind any purchase or financial liability shall be in writing and must be approved by ordinary resolution at a Council meeting. The President is authorised to sign any approved contract or any class of contract on behalf of the Association.

**14.9 Dissolution or winding up:**

14.9.1 The Association may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.

14.9.2 The Secretary shall give notice to all members of a proposed motion to wind up the Association, or remove it from the Register of Incorporated Societies and of the general meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Council in respect to such notice of motion.

14.9.3 Any resolution to wind up the Association or remove it from the Register of Incorporated Societies must be passed by a 75% majority of all member Clubs present and voting.

14.9.4 Prior to the dissolution by the Registrar of Incorporated Societies or a resolution by the members to voluntarily wind up of the Association, the property, assets and monies shall, after provision for the discharge of all liabilities of the Association, be paid or transferred to one or more charitable societies or similar organisations for the promotion of the sport of clay target shooting in New Zealand.

**14.10 Contact Officer:**

14.10.1 The Association's Contact Officer must be:

- (a) At least 18 years of age; and
- (b) Ordinarily be resident in New Zealand;

and shall be the President, Secretary or Treasurer of the Association, as the Council determines.

14.10.2 Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 Working Days of that change occurring, or the Association becoming aware of the change.

**14.11 Entrenched provisions of the Constitution:**

14.11.1 The following provisions of the Constitution may only be changed by Special Resolution of members at a general meeting:

- (a) Section 5: Structure and Government
- (b) Section 6: Officers and Staff

**THIS CONSTITUTION WAS UNANIMOUSLY APPROVED BY THE MEMBERS OF THE NEW ZEALAND CLAY TARGET ASSOCIATION INCORPORATED AT THE ANNUAL GENERAL MEETING OF MEMBERS HELD ON 10<sup>TH</sup> OF MARCH 2026:**



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**PRESIDENT**



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**COUNCILLOR**